

Exhibit E

Homecomings Financial

A GMAC Company

PO Box 205

Waterloo, IA 50704-0205

02/24/09

WILLIAM J FUTRELL

8391 N 550 W

BRYANT IN 47326

RE: Repay Agreement

Account Number [REDACTED] 6646

Property Address 8391 N 550 W

BRYANT IN 47326

Dear WILLIAM J FUTRELL

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOUR DEBT HAS BEEN DISCHARGED IN BANKRUPTCY, OUR RIGHTS ARE BEING EXERCISED AGAINST THE COLLATERAL FOR THE ABOVE-REFERENCED ACCOUNT, NOT AS A PERSONAL LIABILITY.

Your request for a repayment program to cure the delinquency on your account has been accepted. Please review the enclosed schedule, sign the original document, and return it to the address listed below. Failure to sign and return this form by the first installment due date as indicated on the schedule will result in immediate termination of the repayment program.

It is very important you fully understand the following provisions of this agreement:

1. Default notices will continue to be sent for the duration of the program.
2. Payments must be received on or before the due date of the repayment program.
3. All payments must be mailed to:

Homecomings Financial, LLC

Attn: Payment Processing Department

P.O. Box 205

Waterloo, IA 50704

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Page Two

4. Your credit rating will be affected until your loan is in a current status. Once your loan is in a current status, it will report as current. However, any payment made during the repay will reflect as posted. Any delinquent information will continue to reflect on your account for seven years.
5. If your account is analyzed during the program for taxes and insurance, an adjustment may be required in your repayment amount.
6. It is possible outstanding fees have not yet been charged against your account (i.e.: bankruptcy, preservation, etc.) when this plan was established. An adjustment to the plan may be necessary.
7. If you file bankruptcy during the repayment period, the repay will automatically be voided. Any account activity must be discussed with the Bankruptcy Department once a bankruptcy filing has occurred.
8. **If you are an Auto Draft customer, the Auto Draft will stop during the repayment period and you will be required to issue your payment. Once your loan is current, it will be your responsibility to contact Homecomings Financial, LLC to reactivate the Auto Draft option.**

This repayment program will be honored by Homecomings Financial, LLC, if all the above described conditions and requirements are met. If at any time you fail to comply with any of the above described conditions and requirements, file bankruptcy, or remit a check with non-sufficient funds, this agreement will be considered null and void. The efforts to accelerate the debt will be resumed, and the foreclosure process will proceed without further notice of demand to you.

If this repayment program is canceled, terminated, or rescinded for any reason, funds remitted to us will not be refunded.

It is understood and agreed the default is not cured or waived by the acceptance of any monies paid hereunder.

If you have any questions please call our office at 800-799-9250.

Collection Department
Loan Servicing

In an effort to keep my/our home, I/we agree to make the payments indicated above and I/we fully understand all the provisions of the agreement.

WILLIAM J FUTRELL

Date

6:33